

Council adopted the Master Plan on 1.21.2014 which on page 3-29 identifies a future pond/park at the Tin Can Hill area.

Council approved County/City Quitclaim deed for property in this area specifically for a Fishing Pond on 11.21.2017, this deed was filed on 12.5.2017. This deed expired on 11.28.2019 and council approved an extension on 12.17.2019. The deed was filed the same day. **This expires 12.2022 unless pond is completed prior to this date.**

City received the Jurisdictional determination letter on 1.22.2018; was not presented publicly to council until 2.4.2020

Planning & Zoning recommended approval of a rezone of this property from C2 & R-7.5 to R-MF 11.13.2018. City Council approved the rezone of the property 12.18.2018.

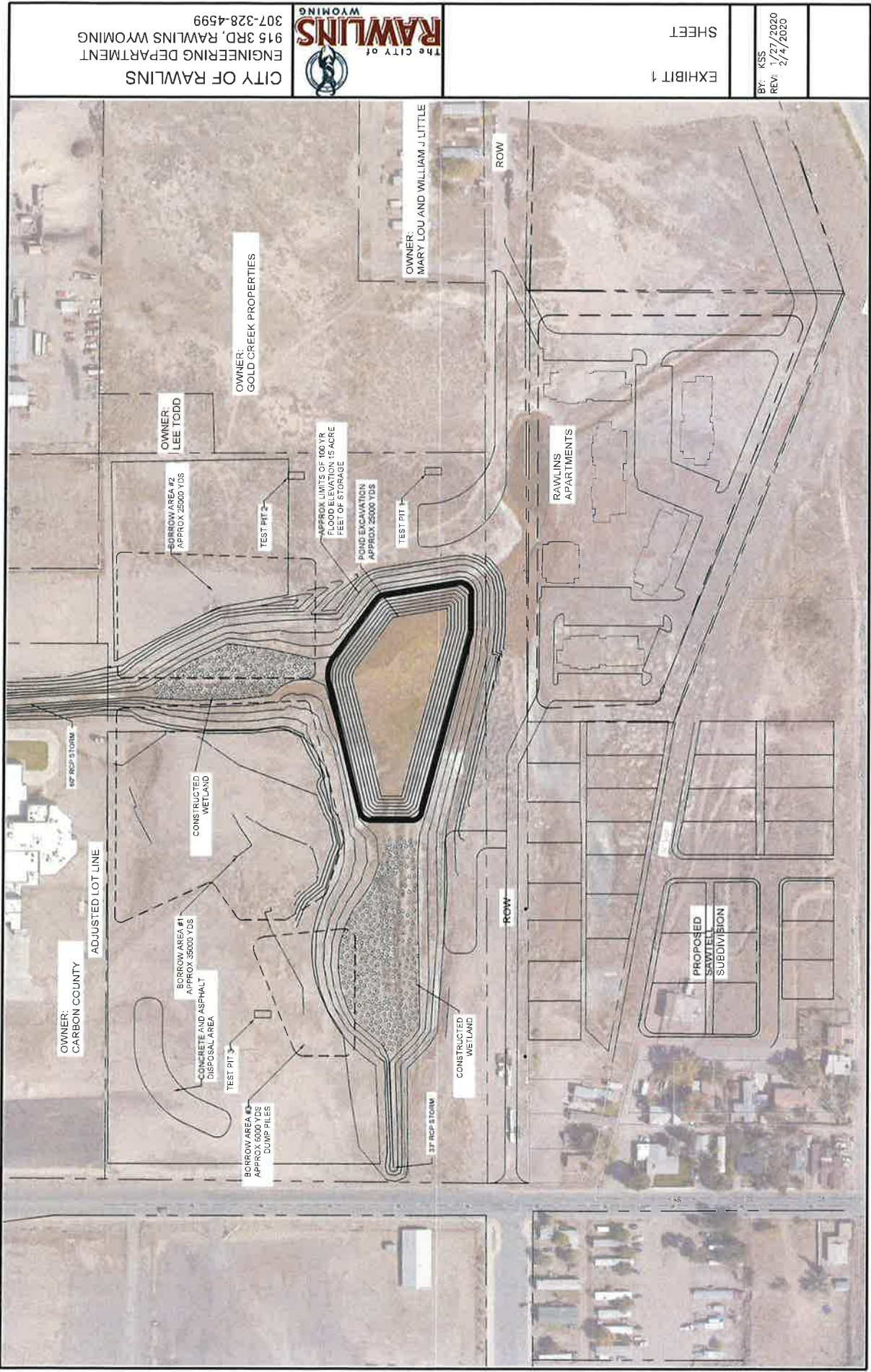
Council approved the budget with funds allocated under capital projects for matching funds for the Community Fishing pond in June 2019. This funding was carried forward into the next budget (FY 2020-2021). Current allocated funding is \$175,000 Fund 10-4101-735 for Community Fishing Pond.

Wyoming Game & Fish Grant in the amount of \$40,000 was fully executed on 7.3.2019, amended 7.2019. **EXPIRES on 6.30.2021-** Will go to council for Ratification and Amendment

Wyoming Wildlife Grant in the amount of \$180,000 was fully executed on 8.15.2017. Council Ratified and Amended the Wyoming Wildlife and Natural Resources Grant on 5.5.2020. **EXPIRES on 7.1.2023.**

The total revenue for the permit of the developer is as follows and has yet to be paid: Plan Review Fee- \$89,700 Permit Fee- \$138,000 Total Fee Collected- \$227,700 *This does not include all the tap fees, which I don't know at this time because I couldn't find the tap sizes but will be significant as well. Additionally, the City entered into an agreement with Sunrise Engineering for the plan review of this project because at the time it was more than staff could handle with their workload at the time and the development was moving forward quickly. We paid \$34,086 and the plan review is completed. No permits have been issued.

Pond Management: According to a study funded by EPA, pond cost vary depending on the setup of the pond but in most cases is the equivalent of maintaining a grassland field if you were to mow that area; which equates to approximately \$50 per acre times the number of times you would need to maintain the area. The pond is expected to be 1 acre therefore if we assume we will maintain weekly in summer months of May, June, July, August and September we are looking at an estimated \$1,100. This cost could go up slightly based on design, if the roads needed graded your looking at another \$400, if you add bathrooms you can add another \$50 per week bringing you to an estimated total of \$2,600. This is a very rough estimate and does not include things that would fall outside of regular maintenance such as dredging the pond, stocking the pond with fish, etc.



BY: KSS
REV: 1/27/2020
2/4/2020

EXHIBIT 1
SHEET



CITY OF RAWLINS
ENGINEERING DEPARTMENT
915 3RD, RAWLINS WYOMING
307-328-4599

ENGINEERS ESTIMATE OF COST - TIN CAN HILL FISHING POND					
NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
1	UNCLASSIFIED EXCAVATION - PONDS	CY	80000	\$7.00	\$560,000
2	BENTOMAT GCL LINER	SY	27600	\$7.00	\$193,200
3	1' SOIL OVER GCL LINER	CY	9189	\$7.00	\$64,323
4	4" GRAVEL SURFACING - ROAD ACCESS	SY	1100	\$20.00	\$22,000
5	SPILLWAY	EA	1	\$7,500.00	\$7,500
6	IRRIGATION	EA	2	\$7,500.00	\$15,000
7	RECIRC AND DISCHARGE SUMP	EA	1	\$30,000.00	\$30,000
8	SITE PREPARATION AND DEMO	CY	3000	\$9.00	\$27,000
9	CONSTRUCTED WETLAND	LS	2	\$7,500.00	\$15,000
10	MISC	LS	1	\$40,000.00	\$40,000
PROJECT SUBTOTAL					\$974,023
10% CONTINGENCY					\$97,402
1	DESIGN ENGINEERING (10%)	LS	1	\$20,000.00	\$20,000
2	CONSTRUCTION MANAGEMENT (10%)	LS	1	\$20,000.00	\$20,000
TOTAL ENGINEERING ESTIMATE OF COST					\$1,111,425
ESTIMATED DEVELOPER CONTRIBUTION (1/2 of Contingency)					\$700,024.15
ESTIMATED BALANCE					\$411,401.15
G&F GRANTS (May Require some City Match)					\$220,000.00
ESTIMATED CITY CONTRIBUTION					\$191,401.15

City of Rawlins Master Plan

RESOLUTION NO. 01B-2014

A RESOLUTION ADOPTING THE RAWLINS COMPREHENSIVE MASTER PLAN BY THE GOVERNING BODY FOR THE CITY OF RAWLINS, CARBON COUNTY, WYOMING.

WHEREAS, Wyo. Stat. Ann. §15-1-504 provides the statutory framework for a comprehensive master plan and states that the plan shall be made for the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality which will best promote the general welfare as well as efficiency and economy in the process of development; and

WHEREAS, pursuant to Wyo. Stat. Ann. §15-1-503 (a), the commission, after holding public hearings, shall adopt and certify to the governing body a master plan for the physical development of the municipality; and

WHEREAS, the Governing Body of the City of Rawlins recognizes the need for a forward vision that will assist in improving on current conditions and future visions; and

WHEREAS, a Draft Plan Public Open House was held on December 12th, 2011, a Public Workshop was held on September 24th, 2012, a Public Scoping Meeting was held on June 20, 2012, and a Planning Commission hearing was held on January 14th, 2013; and

WHEREAS, pursuant to Wyo. Stat. Ann. § 15-1-503, the Planning Commission has reviewed the entire contents of the comprehensive master plan including all accompanying maps, plats, charts, descriptive and explanatory intent and having no further comments, amendments or changes to the comprehensive mater plan, City Staff recommend that the city adopt the plan.

WHEREAS, at said public hearing, the Rawlins Planning and Zoning Commission voted to certify in writing its recommendation to the Governing Body of the City of Rawlins, Carbon County, Wyoming to adopt the Rawlins Comprehensive Master Plan; and

WHEREAS, the Governing Body of the City of Rawlins, Carbon County, Wyoming, pursuant to Wyo. Stat. Ann. §15-1-506 (a), and after receipt of said certified recommendation for approval of the Rawlins Comprehensive Master Plan, advertised by public notice in the Rawlins Daily Times pursuant to the Public Meetings Act prior to public hearing to solicit input and comments on the proposed comprehensive master plan; and

WHEREAS, the governing body of the City of Rawlins, Carbon County, Wyoming, in considering adoption of said comprehensive master plan have also reviewed and considered the entire content of the plan together with all public comments and input; and

WHEREAS, the governing body of the City of Rawlins, Carbon County, Wyoming, have determined that the proposed Rawlins Comprehensive Master Plan is in conformity with the goals, strategies and actions of the municipality and otherwise promotes the health, safety, and general welfare of the residents of the City of Rawlins; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RAWLINS, WYOMING that the Rawlins Comprehensive Master Plan in its entirety which

**CERTIFICATION FOR THE GOVERNING BODY OF
THE CITY OF RAWLINS,
BY THE CITY OF RAWLINS PLANNING COMMISSION**

CITY OF RAWLINS COMPREHENSIVE MASTER PLAN

The City of Rawlins Planning Commission has reviewed in full the City of Rawlins Comprehensive Master Plan, on the 14th day of January in the year 2014.

By the authority of the Planning Commission, I do hereby adopt the Final Comprehensive Master Plan for the City of Rawlins. By affirmative vote of not less than a majority of the commission, I do hereby approve of the descriptive intent, goals, maps and all other matters contained within this document.

The decision represents certification of the City of Rawlins Comprehensive Master Plan.


Harry Lovato, Chairperson
Danielle Gross, Secretary



OTHER OPEN SPACE / RECREATIONAL SPACE

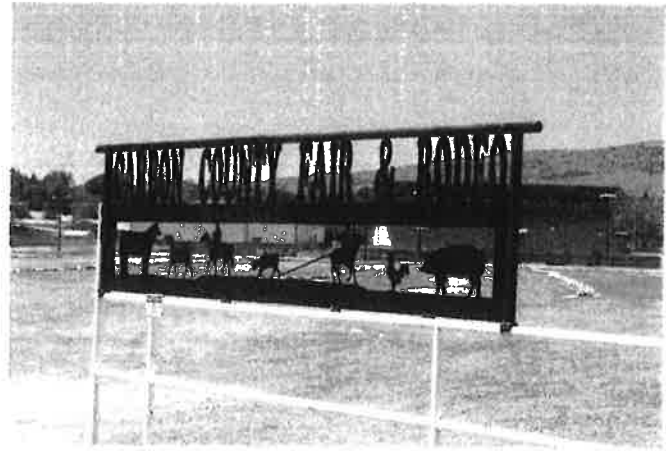
As described below, seven special open spaces have been identified that do not fit the typical profiles of open or recreational sites, but which fulfill important roles for the city.

Old Pen

The grounds surrounding this facility are extensive, providing opportunity for more productive use and community engagement. Ideas to consider include an ecological village/community garden, native Animal Park and exercise course.

Cemetery

No additional cemeteries are envisioned during the planning period. If conditions change, a new facility should be located at an appropriate site close to the City within the one-mile priority area.



Carbon County Fairgrounds

At present there are no plans to move or modify the use of this facility. If conditions change, a detailed development plan should be developed to address new uses for the site.

Tin Can Hill Wetlands Park

Wet and swampy conditions make the development of this site unrealistic. As illustrated in Figure 3.4, the area could be developed into an educational wetland park, including interpretive trails, boardwalks, native plant displays, picnic areas and similar amenities. Similar facilities have recently been implemented in Rock Springs and other nearby communities, which might serve as models for this project. Efforts should begin with the preparation of a landscape master plan for the site, which should identify opportunities and constraints, design options, land acquisition and management issues, and funding options.

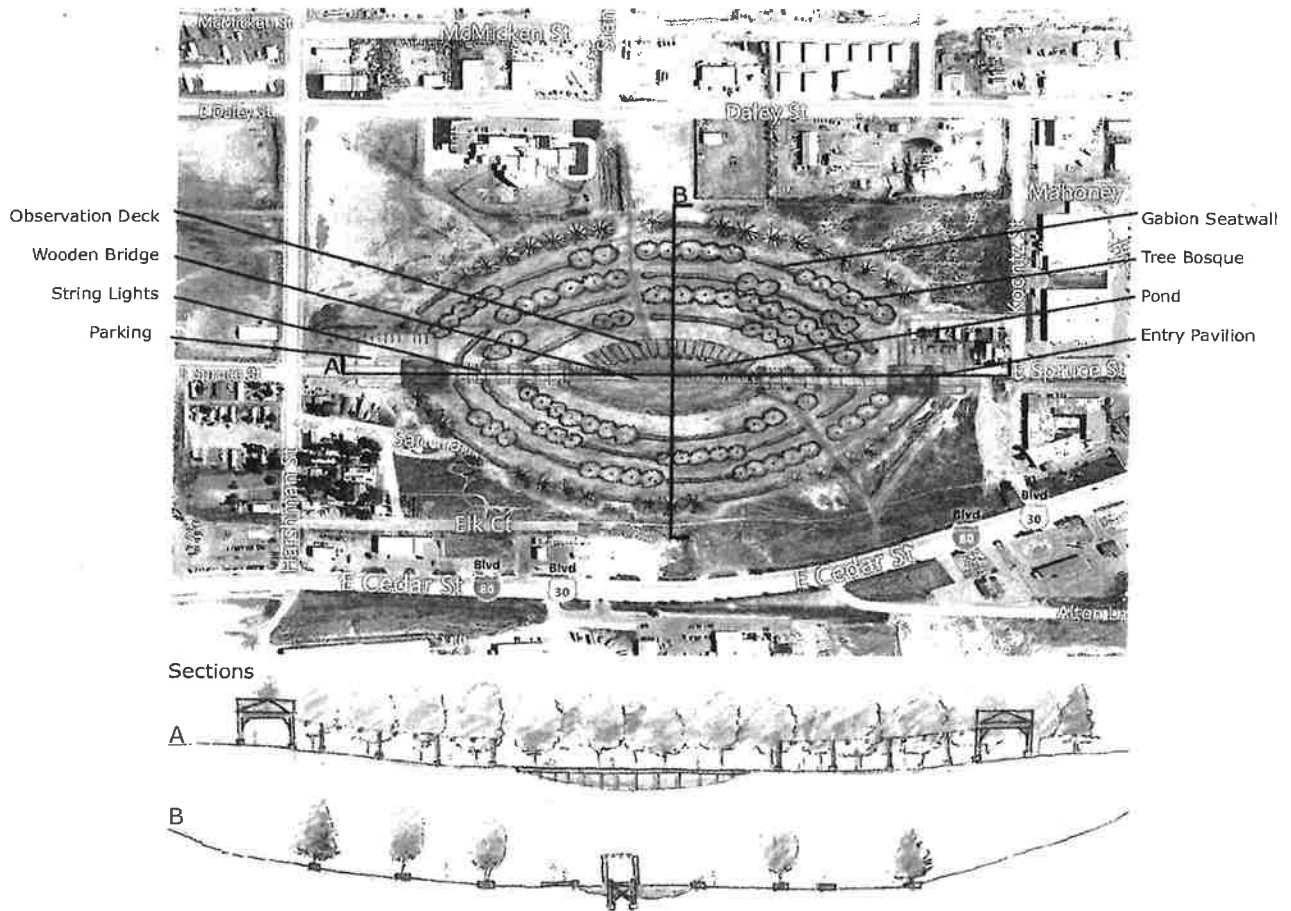


Figure 3.4
Tin Can Hill Park – Concept Design

City/County Quitclaim Deed

Nov. 2017

**Agenda Item Details**

Meeting	Nov 21, 2017 - Regular Meeting
Category	10. Executive Session - Out
Subject	B. Land - Quitclaim Deed Parcel of Land Intersecting Spruce and Harshman Streets
Access	Public
Type	Action
Preferred Date	Nov 21, 2017
Absolute Date	Nov 21, 2017

Public Content**PURPOSE STATEMENT****Motion & Voting**

Motion: Accept the Quitclaim Deed for the parcel of land located within the NE1/4 of Section 16, Township 21 North, Range 87 West, 6th P.M., City of Rawlins, Carbon County, Wyoming.

Motion by Linda Smith, second by Steve Nicholson.

Final Resolution: Motion Carries

Yea: Robert L Grauberger, Louis Espinoza, Steve Nicholson, Linda Smith, Jim Wells

QUITCLAIM DEED

The County of Carbon by and through its Board of Carbon County Commissioners, PO Box 6, Rawlins, Carbon County, Wyoming for and in consideration of Ten dollars (\$10.00) and other goods in hand paid, receipt whereof is hereby acknowledged, QUITCLAIMS TO The City of Rawlins, a Municipal Corporation, PO Box 953, Rawlins, Carbon County, State of Wyoming (Grantee), the following described real estate, situate in Carbon County and State of Wyoming, to wit:

This instrument and conveyance QUITCLAIMS the real property herein described SO LONG AS said real property is used ONLY, SOLELY AND EXCLUSIVELY for a park and fishing pond or similar PUBLIC purpose within two years from the date of this deed and continually with the term "public purpose" to be determined by majority vote of both the Rawlins City Council AND the Board of Carbon County Commissioners and the real property herein SHALL REVERT IPSO FACTO TO THE GRANTOR, without necessity of reentry on any other affirmative act whatsoever, without limitation on the part of the Grantor, its successors or assigns, when said real property and premises ceases to be used ONLY, SOLELY AND EXCLUSIVELY for said enumerated purposes.

A PARCEL OF LAND located within the NE1/4 of Section 16, Township 21 North, Range 87 West, 6th P.M., City of Rawlins, Carbon County, Wyoming, said parcel being more particularly described as follows;

Commencing at a magnetic nail with 3 1/4" Brass Cap 30.00 feet west marking the Center 1/4 Corner of said Section 16, from which a nail marking the North 1/4 Corner of said Section 16 bears N.00°12'15"W., 2640.75 feet;

thence N.03°24'55"E., 638.90 feet to a 5/8" Rebar marking the intersection of the north line of Spruce Street with the east line of Harshman Street, the POINT OF BEGINNING;

thence on and along said east line of Harshman Street, N.00°12'39"W., 623.00 feet to a 2" Aluminum Cap;

thence N.89°45'17"E., 986.94 feet to a 2" Aluminum Cap;

thence N.00°14'43"W., 59.78 feet to a 2" Aluminum Cap marking the Southwest Corner of that tract of land conveyed to the City of Rawlins as recorded in Book 785 at Page 350 in the office of the Carbon County Clerk;

thence on and along the south line of said tract and the south line of that tract of land conveyed to the City of Rawlins as recorded in Book 669 at Page 951 in said Clerk's office, N.89°45'17"E., 287.11 feet to a 2 1/2 Aluminum Cap marking the Northeast 1/16 Corner of said Section 16;



thence S.00°14'37"E., 201.66 feet to a 1 1/2" Brass Cap marking the "SW Cor. Lee Tract";

thence continuing S.00°14'37"E., 299.93 to a 1 1/2" Brass Cap marking a "Wit. Cor. 300.00 feet South of the SW Cor. Lee Tract";

thence continuing S.00°14'37"E., 182.02 feet, more or less, to the north line of Spruce Street;

thence on and along said north line, S.89°47'32"W., 1274.44 feet to the POINT OF BEGINNING;
said Parcel contains 18.63 acres, more or less;

TOGETHER WITH AN EASEMENT STRIP 60.00 IN WIDTH for drainage facilities, the centerline of which being more particularly described as follows:
Commencing at a magnetic nail with 3 1/4" Brass Cap 30.00 feet west marking the Center 1/4 Corner of said Section 16, from which a nail marking the North 1/4 Corner of said Section 16 bears N.00°12'15"W., 2640.75 feet;

thence N.35°19'06"E., 1549.66 feet to a point on the north line of the Parcel described hereon, the POINT OF BEGINNING;

thence N.02°38'58"W., 390.84 feet, more or less, to the south line of Daley Street;
said Strip contains 0.54 acres, more or less.

ALL IN ACCORDANCE WITH Exhibit B Map to Accompany Certified Land Description for City of Rawlins attached hereto and by this reference made a part hereof.

SUBJECT TO ALL LOCAL IMPROVEMENT DISTRICTS, GUARANTEED REVENUES TO UTILITY COMPANIES, BUILDING AND ZONING REGULATIONS, CITY, COUNTY AND STATE SUBDIVISION AND ZONING LAWS, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND OTHER MATTERS OF RECORD OR APPARENT UPON THE GROUND.

IN WITNESS WHEREOF, Grantor has set its hand this 28 day of November, 2017.

GRANTOR:


Willing John Johnson, Chairman, Board of
Carbon County Commissioners

Attest: 
Gwynn G. Bartlett, Carbon County Clerk



STATE OF WYOMING)
 : ss
COUNTY OF CARBON)

The foregoing Quitclaim Deed was acknowledged before me by Willing John Johnson, Chairman in and for Carbon County, Wyoming this 23 day of November, 2017.

WITNESS my hand and official seal:

Notary Public Dwight J. Barker

My Commission Expires: 01/07/19



City/County Quitclaim Deed

Dec. 2019

**Agenda Item Details**

Meeting	Dec 17, 2019 - Regular Meeting
Category	9. New Business
Subject	D. Approve - Tin Can Hill Quit Claim Deed
Access	Public
Type	Action

Public Content**Presenter:**

City Manager Scott Hannum

[Quit Claim Deed.pdf \(272 KB\)](#)

Motion & Voting

Move to approve Quit Claim Deed.

Motion by Louis Espinoza, second by Linda Smith.

Final Resolution: Motion Carries

Yea: Steve Nicholson, Steve Sanger, Aaron Durst, Louis Espinoza, DeBari Martinez, Linda Smith, Jacquelin Wells



QUITCLAIM DEED

The County of Carbon by and through its Board of Carbon County Commissioners, PO Box 6, Rawlins, Carbon County, Wyoming for and in consideration of Ten Dollars (\$10.00) and other goods in hand paid, receipt whereof is hereby acknowledged, QUITCLAIMS TO The City of Rawlins, a Municipal Corporation, PO Box 953, Rawlins, Carbon County, State of Wyoming (Grantee), the following described real estate, situate in Carbon County and State of Wyoming, to wit:

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IN WITNESS WHEREOF, Grantor has set its hand this 17th day of December, 2019.

GRANTOR:

CARBON COUNTY by and through the Board of County Commissioners in and for Carbon County, Wyoming

By Willing John Johnson
Willing "John" Johnson, Chairman



ATTEST:

Gwynn G. Bartlett
Gwynn G. Bartlett, Carbon County Clerk



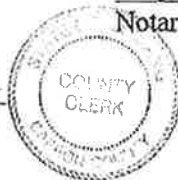
STATE OF WYOMING)
 : ss.
COUNTY OF CARBON)

The foregoing Quit Claim Deed was acknowledged before me by Willing "John" Johnson, Chairman of and on behalf of The Board of County Commissioners, in and for Carbon County, Wyoming, this 17 day of December, 20 19.

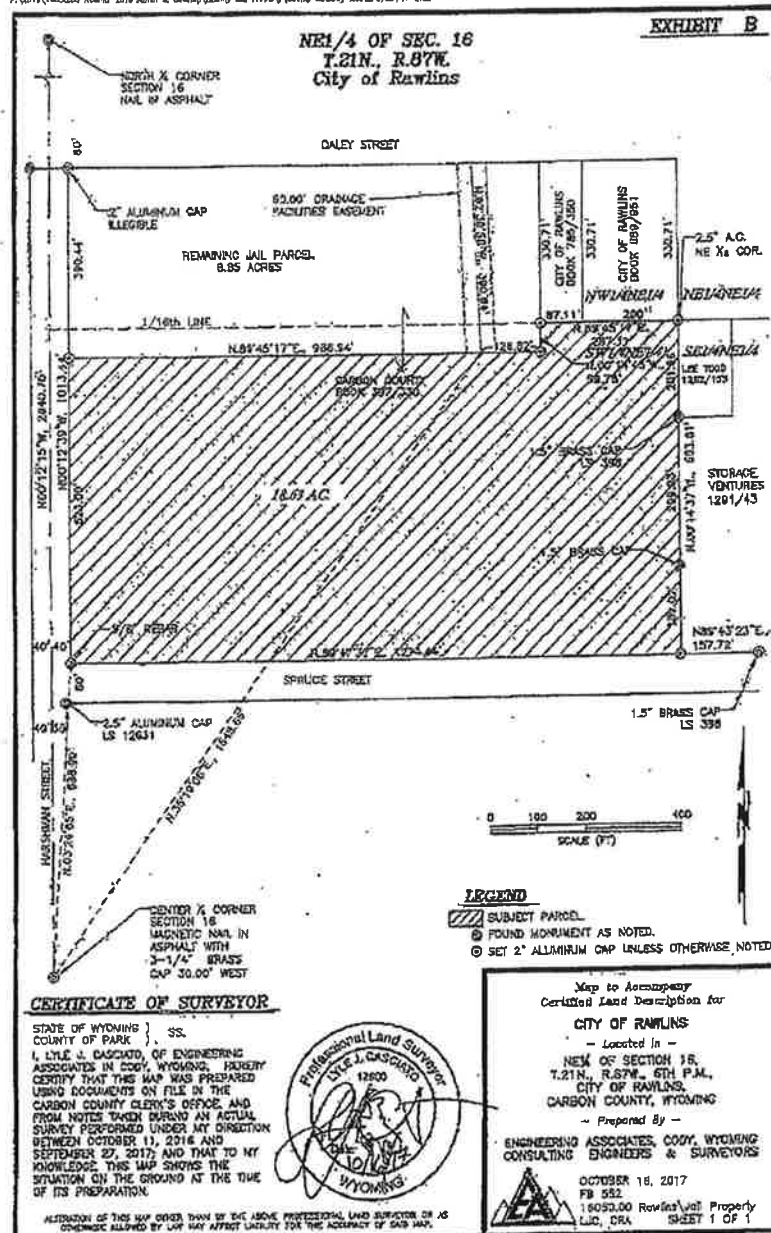
WITNESS my hand and official seal.

Gwynn G. Bartlett
Notary Public

My Commission Expires: 01/01/2022



P:\3018\4005020 Xours 2016 Aerial & Demolition Survey and Property Boundary Adjacent 1000.0 1/20/17 LNC



***U.S. Army Corp of Engineer Non-
Jurisdictional Letter***



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
WYOMING REGULATORY OFFICE
2232 DELL RANGE BOULEVARD, SUITE 210
CHEYENNE WY 82009-4942

Received

JAN 22 2018

Deputy City Clerk

January 22, 2018

24

Scott Hannum
City of Rawlins
P.O. Box 953
Rawlins, Wyoming 82301

Dear Mr. Hannum:

This letter is in response to your request we received on May 26, 2017, for a jurisdictional determination concerning aquatic sites within an undeveloped section of East Spruce Street right-of-way (ROW) between Harshman and Koontz Streets and a parcel of land on the north side of the ROW. As you know, processing of this request was suspended on July 31, 2017, pending transfer of parcel ownership to the City of Rawlins. We received documentation of that transfer on January 5, 2018. The study area includes the 19.6-acre parcel and 3.6 acres within the ROW in the NE ¼ of Section 16, Township 21 North, Range 87 West, Carbon County, Wyoming.

The U.S. Army Corps of Engineers regulates discharges of dredged and fill material into waters of the United States in accordance with Section 404 of the Clean Water Act (33 U.S.C. 1344). The term "waters of the United States" has been broadly defined by statute, regulation, and judicial interpretation to include most streams, canals, reservoirs, lakes and adjacent wetlands. The Corps regulations are published in the *Code of Federal Regulations* as 33 C.F.R. Parts 320 through 332. Information on the regulatory program in Wyoming can be found at <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Wyoming.aspx>

Mr. Thomas Johnson from our office visited the property on June 14, 2017, and determined that there are wetlands in the study area within a natural depression. The total size of that area is approximately 2.8 acres. Water can be conveyed from the area through a ditch to an underground conduit to a pump station that discharges into the municipal stormwater system with an outfall to Sugar Creek, an intermittent tributary of the North Platte River.

On June 5, 2007, our Headquarters in Washington D.C. implemented guidance that requires an evaluation and coordination procedure before exerting jurisdiction over many streams and wetlands. The guidance was based primarily on a ruling by the U.S. Supreme Court on June 19, 2006, in the case of *Rapanos et ux., et al. v. United States* (Nos. 04-1034 and 04-1384). We initiated coordination with the U.S. Environmental Protection Agency (USEPA) on July 13, 2017. The USEPA, Region 8 concurred with our recommendations on July 27, 2017.

We determined that there is no significant nexus between wetlands in the study area and the nearest traditional navigable water, which is the North Platte River. Therefore, aquatic sites within the study area do not possess characteristics necessary to be classified as waters of the United States in accordance with 33 CFR Part 328.3(a).

In the March 28, 2000, edition of the Federal Register (Vol. 65, No. 60), the Corps implemented an administrative appeals process for jurisdictional determinations. This letter and the enclosed document serve as an approved jurisdictional determination. The property owner and other affected parties can appeal this determination to the Northwestern Division Appeals Review Officer using the enclosed Notification of Administrative Appeal Options and Process and Request for Appeal form. Section 1 Part D of the form explains the appeal procedure. Please complete Section II if you disagree with this determination and send it to Ms. Witgenstein at the address shown on the form prior to **March 21, 2018**, or forfeit the right to an administrative appeal.

As a result of this analysis, we determined that Department of the Army authorization is not required for construction of a community fish pond or any other land development activities within the study area because it would not require any discharges of fill material into waters of the United States. This determination does not eliminate requirements to obtain any other applicable federal, state, tribal, or local permits.

Thank you for your interest in complying with the U.S. Army Corps of Engineers' regulatory program. This jurisdictional determination is valid for a period of 5 years, until **January 22, 2023**, unless new information warrants a modification. Please contact Mr. Thomas Johnson at Thomas.B.Johnson@usace.army.mil or (307) 772-2300 if you have any questions concerning this determination and reference file NWO-2017-00621.

Sincerely,



Michael T. Happold
Program Manager
Wyoming Regulatory Office

Enclosure

Copy Furnished:

Karl Smith, P.E.
EA Engineers
P.O. Box 370
Saratoga, Wyoming 82331

The Omaha District, Regulatory Branch, Wyoming Regulatory Office is committed to providing quality and timely service to our customers. Please take a moment to complete a Customer Service Survey found on our web site at <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Wyoming.aspx>. Paper copies of the survey are also available upon request for those without Internet access.

APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

SECTION I: BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): 22 January 2018

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: CENWO-OD-RWY, City of Rawlins, Detention Basin, NWO-2017-00621

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: Wyoming

County/parish/borough: Carbon City: Rawlins

Center coordinates of site (lat/long in degree decimal format): Lat. 41.79343 N; Long. -107.22170 W

Universal Transverse Mercator:

PLSS Location: NE 1/4 of Section 16, Township 21 North, Range 87 West, 6th PM

Name of nearest waterbody: Sugar Creek

Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: North Platte River

Name of watershed or Hydrologic Unit Code (HUC): Upper North Platte HUC 10180002

☒ Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.

☐ Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form.

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

☒ Office (Desk) Determination. Date: 29 June 2017

☒ Field Determination. Date(s): 14 June 2017

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There **Pick List** "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [Required]

☐ Waters subject to the ebb and flow of the tide.

☐ Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.
Explain: .

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There **Are no** "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. [Required]

1. Waters of the U.S.

a. Indicate presence of waters of U.S. in review area (check all that apply):¹

- ☐ TNWs, including territorial seas
- ☐ Wetlands adjacent to TNWs
- ☐ Relatively permanent waters² (RPWs) that flow directly or indirectly into TNWs
- ☐ Non-RPWs that flow directly or indirectly into TNWs
- ☐ Wetlands directly abutting RPWs that flow directly or indirectly into TNWs
- ☐ Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs
- ☐ Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs
- ☐ Impoundments of jurisdictional waters
- ☐ Isolated (interstate or intrastate) waters, including isolated wetlands

b. Identify (estimate) size of waters of the U.S. in the review area:

Non-wetland waters: linear feet: width (ft) and/or acres.

Wetlands: acres.

c. Limits (boundaries) of jurisdiction based on: **Pick List**

Elevation of established OHWM (if known):

2. Non-regulated waters/wetlands (check if applicable):³

- ☒ Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.
Explain: Natural depression that contains wetlands. Water can be conveyed from the basin through a ditch to an underground conduit and a pump station that discharges into the municipal stormwater system with an outfall to Sugar Creek, an intermittent tributary of the North Platte River (TNW). The basin has no significant nexus to the TNW.

¹ Boxes checked below shall be supported by completing the appropriate sections in Section III below.

² For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).

³ Supporting documentation is presented in Section III.F.

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; if the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

1. TNW

Identify TNW:

Summarize rationale supporting determination:

2. Wetland adjacent to TNW

Summarize rationale supporting conclusion that wetland is "adjacent":

B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):

This section summarizes information regarding characteristics of the tributary and its adjacent wetlands, if any, and it helps determine whether or not the standards for jurisdiction established under *Rapanos* have been met.

The agencies will assert jurisdiction over non-navigable tributaries of TNWs where the tributaries are "relatively permanent waters" (RPWs), i.e. tributaries that typically flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). A wetland that directly abuts an RPW is also jurisdictional. If the aquatic resource is not a TNW, but has year-round (perennial) flow, skip to Section III.D.2. If the aquatic resource is a wetland directly abutting a tributary with perennial flow, skip to Section III.D.4.

A wetland that is adjacent to but that does not directly abut an RPW requires a significant nexus evaluation. Corps districts and EPA regions will include in the record any available information that documents the existence of a significant nexus between a relatively permanent tributary that is not perennial (and its adjacent wetlands if any) and a traditional navigable water, even though a significant nexus finding is not required as a matter of law.

If the waterbody⁴ is not an RPW, or a wetland directly abutting an RPW, a JD will require additional data to determine if the waterbody has a significant nexus with a TNW. If the tributary has adjacent wetlands, the significant nexus evaluation must consider the tributary in combination with all of its adjacent wetlands. This significant nexus evaluation that combines, for analytical purposes, the tributary and all of its adjacent wetlands is used whether the review area identified in the JD request is the tributary, or its adjacent wetlands, or both. If the JD covers a tributary with adjacent wetlands, complete Section III.B.1 for the tributary, Section III.B.2 for any onsite wetlands, and Section III.B.3 for all wetlands adjacent to that tributary, both onsite and offsite. The determination whether a significant nexus exists is determined in Section III.C below.

1. Characteristics of non-TNWs that flow directly or indirectly into TNW

(i) General Area Conditions:

Watershed size: 1,220 acres

Drainage area: 1,220 acres

Average annual rainfall: inches

Average annual snowfall: inches

(ii) Physical Characteristics:

(a) Relationship with TNW:

☐ Tributary flows directly into TNW.

☒ Tributary flows through 1 tributaries before entering TNW.

Project waters are 10-15 river miles from TNW.

Project waters are 10-15 river miles from RPW.

Project waters are 10-15 aerial (straight) miles from TNW.

Project waters are 10-15 aerial (straight) miles from RPW.

Project waters cross or serve as state boundaries. Explain: n/a.

⁴ Note that the Instructional Guidebook contains additional information regarding swales, ditches, washes, and erosional features generally and in the arid West.

Identify flow route to TNW⁵: Water can be conveyed from the basin through a ditch to an underground conduit to a pump station that discharges into the municipal stormwater system with an outfall to Sugar Creek, an intermittent non-RPW tributary of the North Platte River (TNW).
Tributary stream order, if known: 1.

(b) **General Tributary Characteristics (check all that apply):**

Tributary is: ☐ Natural
☒ Artificial (man-made). Explain: Excavated ditch 500 feet through upland to an underground conduit to a pump station that discharges into the municipal stormwater system with an outfall to Sugar Creek.
☒ Manipulated (man-altered). Explain: Water cannot flow by gravity out of the basin and only be conveyed when the pump is operated.

Tributary properties with respect to top of bank (estimate):

Average width: 6 feet
Average depth: 3 feet
Average side slopes: **2:1**.

Primary tributary substrate composition (check all that apply):

<input type="checkbox"/> Silts	<input checked="" type="checkbox"/> Sands	<input type="checkbox"/> Concrete
<input type="checkbox"/> Cobbles	<input type="checkbox"/> Gravel	<input type="checkbox"/> Muck
<input type="checkbox"/> Bedrock	<input type="checkbox"/> Vegetation. Type/% cover:	
<input type="checkbox"/> Other. Explain:		

Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain: Ditch has stable banks.

Presence of run/riffle/pool complexes. Explain: No.

Tributary geometry: **Relatively straight**

Tributary gradient (approximate average slope): 0.002 %

(c) **Flow:**

Tributary provides for: **Ephemeral flow**

Estimate average number of flow events in review area/year: **1**

Describe flow regime: artificial based on pump operation. There are many years when the pump does not operate at all leaving all water collected in the basin to evaporate or infiltrate. Operation of the pump is at the City of Rawlins discretion.

Other information on duration and volume: Maximum pump output is 806 gallons per minute (1.8 cubic feet per second). A hydrology study of the basin by the Wyoming Department of Transportation in May 1992 documents water volumes generated by in the basin for several precipitation events. A 2-yr event generates 5 acre-feet of runoff, 10-yr = 13 ac-ft, 50-yr = 24 ac-ft, and 100-yr = 30 ac-ft. Using the pump rate of 1.8 cfs and assuming complete drainage of the basin, water would flow out of the basin for a maximum of 1.4 days during a 2-yr event. Likewise, 10-yr event = 3.6 days, 50-yr event = 6.7 days, and 100-yr event = 8.4 days.

Surface flow is: **Discrete and confined**. Characteristics:

Subsurface flow: **Yes**. Explain findings: underground conduits.

☐ Dye (or other) test performed:

Tributary has (check all that apply):

☐ Bed and banks

☐ OHWM⁶ (check all indicators that apply):

<input type="checkbox"/> clear, natural line impressed on the bank	<input type="checkbox"/> the presence of litter and debris
<input type="checkbox"/> changes in the character of soil	<input type="checkbox"/> destruction of terrestrial vegetation
<input type="checkbox"/> shelving	<input type="checkbox"/> the presence of wrack line
<input type="checkbox"/> vegetation matted down, bent, or absent	<input type="checkbox"/> sediment sorting
<input type="checkbox"/> leaf litter disturbed or washed away	<input type="checkbox"/> scour
<input type="checkbox"/> sediment deposition	<input type="checkbox"/> multiple observed or predicted flow events
<input type="checkbox"/> water staining	<input type="checkbox"/> abrupt change in plant community
<input type="checkbox"/> other (list):	

☒ Discontinuous OHWM.⁷ Explain: Ditch has irregular indicators due to being fully vegetated.

If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):

<input type="checkbox"/> High Tide Line indicated by:	<input type="checkbox"/> Mean High Water Mark indicated by:
<input type="checkbox"/> oil or scum line along shore objects	<input type="checkbox"/> survey to available datum;
<input type="checkbox"/> fine shell or debris deposits (foreshore)	<input type="checkbox"/> physical markings;

⁵ Flow route can be described by identifying, e.g., tributary a, which flows through the review area, to flow into tributary b, which then flows into TNW.

⁶ A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.

⁷ Ibid.

- ☐ physical markings/characteristics
- ☐ tidal gauges
- ☐ other (list):

☐ vegetation lines/changes in vegetation types.

(iii) Chemical Characteristics:

Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.).

Explain: Natural runoff in an urban area, presumably discolored by sediment with minor traces of dissolved solids and pollutants.

Identify specific pollutants, if known: .

(iv) **Biological Characteristics. Channel supports (check all that apply):**

- ☐ Riparian corridor. Characteristics (type, average width):
- ☒ Wetland fringe. Characteristics: hemi-marsh wetland.
- ☐ Habitat for:
 - ☐ Federally Listed species. Explain findings:
 - ☐ Fish/spawn areas. Explain findings:
 - ☐ Other environmentally-sensitive species. Explain findings:
 - ☐ Aquatic/wildlife diversity. Explain findings:

2. **Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW**

(i) **Physical Characteristics:**

(a) General Wetland Characteristics:

Properties:

- Wetland size: 2.8 acres
- Wetland type. Explain: marsh with salt tolerant plant species.
- Wetland quality. Explain: poor due to alkaline soil and repeated wet-dry cycles leaching salt from the soil.
- Project wetlands cross or serve as state boundaries. Explain:

(b) General Flow Relationship with Non-TNW:

Flow is: ~~Ephemeral flow~~. Explain:

Surface flow is: **Discrete and confined**

Characteristics:

Subsurface flow: **No**. Explain findings:

- ☐ Dye (or other) test performed:

(c) Wetland Adjacency Determination with Non-TNW:

- ☒ Directly abutting
- ☐ Not directly abutting
 - ☐ Discrete wetland hydrologic connection. Explain:
 - ☐ Ecological connection. Explain:
 - ☐ Separated by berm/barrier. Explain:

(d) Proximity (Relationship) to TNW

Project wetlands are **10-15** river miles from TNW.
Project waters are **10-15** aerial (straight) miles from TNW.
Flow is from: **Wetland to navigable waters**.
Estimate approximate location of wetland as within the **2-year or less** floodplain.

(ii) **Chemical Characteristics:**

Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality; general watershed characteristics; etc.). Explain: mostly dominated by emergent vegetation with seasonal pockets of open water.
Identify specific pollutants, if known: sediment, alkalinity.

(iii) **Biological Characteristics. Wetland supports (check all that apply):**

- ☐ Riparian buffer. Characteristics (type, average width):
- ☒ Vegetation type/percent cover. Explain: emergent/80%.
- ☐ Habitat for:
 - ☐ Federally Listed species. Explain findings:
 - ☐ Fish/spawn areas. Explain findings:
 - ☐ Other environmentally-sensitive species. Explain findings:
 - ☐ Aquatic/wildlife diversity. Explain findings:

3. **Characteristics of all wetlands adjacent to the tributary (if any)**

All wetland(s) being considered in the cumulative analysis: **1**
Approximately (3) acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

<u>Directly abuts? (Y/N)</u>	<u>Size (in acres)</u>	<u>Directly abuts? (Y/N)</u>	<u>Size (in acres)</u>
Y	2.8		

Summarize overall biological, chemical and physical functions being performed: Limited biological, chemical, and physical function due to small size of wetland within what was historically a closed basin with no outlet.

C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapanos* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

Note: the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:

1. **Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D:
2. **Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D: The basin has no significant nexus with the North Platte River.
3. **Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:
 - ☐ TNWs: linear feet width (ft), Or, acres.
 - ☐ Wetlands adjacent to TNWs: acres.
2. **RPWs that flow directly or indirectly into TNWs.**
 - ☐ Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial:
 - ☐ Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally:

Provide estimates for jurisdictional waters in the review area (check all that apply):

- ☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters: .

3. **Non-RPWs⁸ that flow directly or indirectly into TNWs.**

- ☐ Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):

- ☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters: .

4. **Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.**

- ☐ Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.
☐ Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: .
☐ Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: .

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

5. **Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.**

- ☐ Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

6. **Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.**

- ☐ Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area: acres.

7. **Impoundments of jurisdictional waters.⁹**

As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.

- ☐ Demonstrate that impoundment was created from "waters of the U.S.," or
☐ Demonstrate that water meets the criteria for one of the categories presented above (1-6), or
☐ Demonstrate that water is isolated with a nexus to commerce (see E below).

E. **ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):¹⁰**

- ☐ which are or could be used by interstate or foreign travelers for recreational or other purposes.
☐ from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
☐ which are or could be used for industrial purposes by industries in interstate commerce.
☐ Interstate isolated waters. Explain: .
☐ Other factors. Explain: .

⁸See Footnote # 3.

⁹To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.

¹⁰Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA Memorandum Regarding CWA Act Jurisdiction Following Rapanos.

Identify water body and summarize rationale supporting determination:

Provide estimates for jurisdictional waters in the review area (check all that apply):

- ☐ Tributary waters: linear feet width (ft).
☐ Other non-wetland waters: acres.
Identify type(s) of waters:
☐ Wetlands: acres.

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):

- ☐ If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
☐ Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
☐ Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
☒ Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain: The basin has no significant nexus with the North Platte River (TNW) due to insignificant flow volume and duration (Maximum of approximately 2 cfs for 8 days during a rare 100-yr precipitation event and only then if the City of Rawlins decides to drain the basin using a pump station) and a distance of approximately 13 stream miles to the TNW.
☐ Other: (explain, if not covered above):

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
☐ Lakes/ponds: acres.
☐ Other non-wetland waters: acres. List type of aquatic resource:
☐ Wetlands: acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
☐ Lakes/ponds: acres.
☒ Other non-wetland waters: acres. List type of aquatic resource: drainage ditch 500 feet in length.
☐ Wetlands: acres.

SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):

- ☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
☐ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
☐ Office concurs with data sheets/delineation report.
☐ Office does not concur with data sheets/delineation report.
☐ Data sheets prepared by the Corps:
☐ Corps navigable waters' study:
☐ U.S. Geological Survey Hydrologic Atlas:
☐ USGS NHD data.
☐ USGS 8 and 12 digit HUC maps.
☒ U.S. Geological Survey map(s). Cite scale & quad name: Rawlins, WY 1:24000.
☐ USDA Natural Resources Conservation Service Soil Survey. Citation:
☐ National wetlands inventory map(s). Cite name:
☐ State/Local wetland inventory map(s):
☐ FEMA/FIRM maps:
☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
☒ Photographs: ☒ Aerial (Name & Date): July 13, 2016.
or ☒ Other (Name & Date): On the ground, June 14, 2016.
☐ Previous determination(s). File no. and date of response letter:
☐ Applicable/supporting case law:
☐ Applicable/supporting scientific literature:
☐ Other information (please specify):

B. ADDITIONAL COMMENTS TO SUPPORT JD: The pump station that provides a method of conveying water from this closed basin to the municipal storm water system was installed in 1993 when WYDOT improved U.S. Highway 80 (business route) aka Cedar Street. The pump was never fully functional and was replaced in May 2017 .

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: City of Rawlins		File No.: NWO-2017-00621	Date: 22 Jan 18
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
X	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found in Corps regulations at 33 CFR Part 331, or at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/FederalRegulation.aspx>

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Thomas B. Johnson, P.E.
U.S. Army Corps of Engineers
Wyoming Regulatory Office
2232 Dell Range Boulevard, Suite 210
Cheyenne, Wyoming 82009

Telephone: 307-772-2300

If you only have questions regarding the appeal process you may also contact:

Melinda Witgenstein
US Army Corps of Engineers,
Northwestern Division
1201 NE Lloyd Blvd, Suite 400
Portland, Oregon 97232-1257

Telephone (503) 808-3888
Melinda.M.Witgenstein@usace.army.mil

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:



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Rezone

**Agenda Item Details**

Meeting	Dec 18, 2018 - Regular Meeting
Category	10. New Business
Subject	E. Rezone - PZ 18-10-03; 1771 E. Cedar from R-7.5 & C-2 to R-MF
Type	Action
Preferred Date	Dec 18, 2018
Absolute Date	Dec 18, 2018
Fiscal Impact	No
Budgeted	No
Recommended Action	Motion: Approve the rezone of 1771 E Cedar St more particularly described as published in the legal notice from R-7.5 (Residential-7.5) & C-2 (Commercial-2) to R-MF (Residential-Multi-Family).

Presenter: Danielle Gross

Recommendation: Approve the rezone of 1771 E Cedar St more particularly described as published in the legal notice from R-7.5 (Residential-7.5) & C-2 (Commercial-2) to R-MF (Residential-Multi-Family).

Background Info:**Staff Report:**

CASE NUMBER: PZ 18-10-03

PREPARED BY: Danielle Gross

MEETING DATES: November 13, 2018

Council Meeting: December 4, 2018

SUBMITTED: October 10, 2018

OWNER: All in 1 Construction, Rod Taylor

APPLICANT Rod Taylor

AGENT: N/A

PROJECT: Rezone Property for future Development.

DESCRIPTION: The applicant would like to rezone the property from a combination of R-7.5 & C-2 to all R-MF.

LOCATION:

Legal Description: UNPL. TRS. IN E1/2 SEC 16 T 21 R 87 DAF: E 480' OF S 558.3' OF SW1/4 NE1/4: S 558.3' OF W1/2SE1/4NE1/4: TR. 542.63' X 166.69' X 569.37' IN N1/2SE1/4 (LESS PARTS RESERVED FOR STREETS & PART SOLD BK 372/51) NET 14.53 A. MORL (BK 1265/213) and LOTS 5 & 6 BLK 2 SAWTELL FIRST ADDN. (BK 1267/67)

General Location: Tin Can Hill Area

Address: 1771 E Cedar St.

CURRENT ZONING: R-7.5 & C-2

PROPOSED ZONING: R-M-F

EXISTING LAND USE: Vacant Land

PROPOSED LAND USE: Future Residential Development

PUBLIC HEALTH, SAFETY, & WELFARE --: This vacation imposes no Public Health, Safety, and Welfare to the Citizens of Rawlins.

REVIEW – The review and recommendations of other agencies or bodies.

Reviewing Agencies Comments:

Reviewing Agencies Not Responding/No Comment:

- City Engineer
- Public Works

- Building Official
- Fire Department
- Recreation Services
- Rawlins DDA/Main Street
- City Manager
- City Clerk

APPLICABLE ZONING CODES:

Chapter 19.80 AMENDMENTS

Sections:

19.80.010 Requirements.

19.80.020 Application.

19.80.030 Effect of Denial.

Section 19.80.010 Requirements.

Amendments to this title shall require the following action before adoption;

A. Certification of any proposed amendments by the Planning Commission, following a public hearing before the commission after at least fifteen days' notice of the time and place of the hearing shall have been given by at least one publication in a newspaper of general circulation within the city;

B. Completion of a public hearing before the city council after at least fifteen days' notice of the time and place of the hearing shall have been given by at least one publication in a newspaper of general circulation within the city; and

C. Approval by official vote of a majority of the city council.

Section 19.80.020 Application.

A. An amendment, rezoning or map change may be initiated by:

1. The City Council
2. The Planning Commission
3. The City Manager, or
4. A petition of interested property owners or authorized agents of the owners, for rezoning, of any land to a less restricted district; provided that the land is adjacent to or directly across a street or alley from property which is already zoned in the same or less restricted zone as that to which the property is proposed to be rezoned.

B. Any proposed zone changes shall not be detrimental to adjacent property or development, and shall be in compliance with the Comprehensive Master Plan land use policy as determined by the governing bodies.

C. An application to amend this title or map shall be submitted to the City Council and the Planning Commission for review and processing as outlined under Section 19.80.010. The applicant shall include a fee in an amount sufficient to cover the cost of advertising and processing, the amount to be determined from time to time by resolution of the Planning Commission.

D. A legal protest against the application would be in effect if signed by the owners of twenty percent or more either of the area of the lots included in the proposed change, or of those immediately adjacent in the rear thereof extending one hundred forty feet therefrom, or, in case any alley separates the lots from the lots to the rear thereof, then the area for a distance of one hundred forty feet from the street frontage of the opposite lots, the amendment shall not become effective except by the favorable vote of three-fourths of all members of the legislative body of the municipality.

Section 19.80.030 Effect of Denial.

If an application for an amendment to this zoning title or map is denied new application for the same zoning change affecting the same property or use shall not be eligible for reconsideration for six months after the denial.

Application.pdf (400 KB)

PZ 18-10-03 Buffer Aerial.pdf (2,651 KB)

PZ 18-10-03 Council Legal Notice.pdf (184 KB)

PZ 18-10-03- Current Zoning.pdf (2,670 KB)

PZ 18-10-03 Proposed Changes.pdf (2,615 KB)

Motion & Voting

Motion: Approve the rezone of 1771 E. Cedar St., more particularly described as published in the legal notice, from R-7.5 (Residential-7.5) & C-2 (Commercial-2) to R-MF (Residential-Multi-Family).

Motion by DeBari Martinez, second by Linda Smith.

Final Resolution: Motion Carries

Yea: Robert L Graubeger, Steve Sanger, Louis Espinoza, DeBari Martinez, Steve Nicholson, Linda Smith, Jim Wells

***Initial Wyoming Game & Fish Grant
Including Exhibit B (Scope) & C (Layout)***

**GRANT AGREEMENT (NO FEDERAL FUNDS INVOLVED)
BETWEEN WYOMING GAME AND FISH COMMISSION
AND
CITY OF RAWLINS**

Grant Agreement No.: 002711

Project Title: Rawlins Community Fishing Pond

Award Amount: \$40,000

Grant Period: July 1, 2017 through June 30, 2019

PPCAS Code: TF10

Unit: 9H52

Agency Project Coordinator: Steve Gale/Paul Dey

**Agency Project Coordinator Contact Information: 307-745-4046 / Steve.Gale@wyo.gov
307-777-4505 / Paul.Dey@wyo.gov**

Grantee Project Coordinator: Scott Hannum, City Manager

**Grantee Project Coordinator Contact Information: 307-328-4500
shannum@rawlins-wyoming.com**

1. **Parties.** The parties to this Agreement are the Wyoming Game and Fish Commission (Commission), by and through the Wyoming Game and Fish Department (Agency), whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006 and City of Rawlins (Grantee), whose address is: 521 West Cedar Street (Physical), Post Office Box 953 (mailing), Rawlins, WY 82301.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the Agency shall provide grant funds to the Grantee to use for projects described herein.
3. **Term of Agreement.** This Agreement is effective on July 1, 2017 or day and date last signed and executed by the duly authorized representatives of the parties to this Agreement, whichever is later (Effective Date). The term of the Agreement is from the Effective Date through June 30, 2019. All Services shall be completed during this term.
4. **Payment.** In accordance with Wyo. Stat. §§ 23-1-302 (a)(x) and (a)(xi), and 23-1-501, the Agency hereby grants an amount not to exceed forty thousand dollars and zero cents (\$40,000.00) dollars to the Grantee to perform the activities directly related to the project described herein during the term of this Agreement. The Agency will not issue any payment to the Grantee until after the execution of this Agreement. At such time as work on the Project is initiated, the Grantee may invoice the Agency. Invoices must be supported by documentation of progress completed. Payment will be made in accordance with Wyo. Stat. § 16-6-602. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Agency.

5. **Project Activities.** The project activities to be performed by the Grantee are:

- A. Use Agency funds to implement the Rawlins Community Fishing Pond project as detailed in Attachment B, Scope of Work for Rawlins Community Pond Project, a copy of which is attached to and incorporated into this Agreement by this reference, and in Attachment C, Rawlins City Pond Design, a copy of which is attached to and incorporated into this Agreement by this reference. The project includes creating a fishing pond of about two and six-tenths (2.6) surface acres and a wetland of about one and one-half (1.5) surface acres.
- B. Allow Agency to review and comment on any proposed design or approach changes and to assist in project implementation, construction oversight, and monitoring.
- C. Ensure necessary agreements, permits, maintenance agreements, and authorizations (e.g. NEPA compliance, SHPO approval, ACOE permits) are secure before initiating construction.

6. **Responsibilities of Grantee.** The Grantee agrees to:

- A. Use grant funds only for the above listed project activities identified in Section 5 of this Agreement, and return any unused grant funds no later than ninety (90) days after the grant period or within ninety (90) days after termination of this Agreement by either party.
- B. Maintain adequate accounting records that properly disclose the source and application of grant funds, and make records available for audit by the Agency.
- C. Make any and all project-related information available as requested by the Agency.
- D. Return any equipment purchased with grant funds to the Agency.
- E. Submit to the Agency, upon project completion or within ninety (90) days after the grant termination date, whichever is sooner, a final invoice and a GF-20, Grantee Closeout Report, a copy which is incorporated into this Agreement by reference as Attachment A.
- F. Not use the funds provided by the Agency as match for any federal sources of funding that may be obtained for the Project, with the exception of the following:
 - (i) There are no restrictions preventing these funds from being matched to federal funds.

- (ii) If Agency grant funds are used for matching federal funds, the Catalog of Federal Domestic Assurances (CFDA) number associated with those matching federal funds must be provided.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Make grant funds available as specified above.
- B. Make related information from existing Agency records available to Grantee.

8. **Special Provisions.**

A. **Certifications:** Acceptance of this grant constitutes certification that:

- (i) Grantee is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- (ii) Grantee is not delinquent on any federal debt.
- (iii) To the best of the Grantee's knowledge and belief:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee will complete and submit Standard Form – LLL (Disclosure of Lobbying Activities).

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement will

be incorporated by written instrument, executed and signed by all parties to this Agreement.

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, Attachment A, GF-20 Grantee Closeout Report, consisting of one (1) page, Attachment B, Scope of Work, consisting of one (1) page, and Attachment C, Design, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Grant Recovery.** The Agency shall be entitled to recover from the Grantee any full or partial payment made under this Agreement for: 1) any payments used for purposes not authorized or performed outside this Agreement, 2) any payments

for project work the Grantee is unable to provide, or 3) any payments for project work the Grantee did not provide but was required to provide under the terms of this Agreement

- H. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming, the Commission, or the Agency for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement will be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming, the Commission, or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming, the Commission, or the Agency. The Grantee agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- I. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Kickbacks.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this agreement. If Grantee breaches or violates this warranty, Agency may, at its discretion, terminate this agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- K. Nondiscrimination.** Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- L. Notices and Contacts.** All reports, form, notices and communications arising out of, or from, the provisions of this Agreement will be in writing and directed to the attention of the Agency's or Grantee's contact person either by regular mail or delivery in person at the addresses provided under this Agreement.

- M. Prior Approval.** This Agreement will not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment on this Agreement until this Agreement has been fully executed and approved as to form by the Office of the Attorney General.
- N. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Grantee, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- O. Taxes.** Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, sales taxes, and income tax. Grantee will be issued a 1099 from the State Auditor's Office for all grant distributions greater than six hundred dollars (\$600.00) in a calendar year.
- P. Termination of Agreement.** This Agreement may be terminated in accordance with the terms of this Agreement. The Agency will provide Grantee written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- Q. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement will operate only between the parties to this Agreement and will inure solely to the benefit of the parties to this Agreement.

The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

WYOMING GAME AND FISH COMMISSION



John Kennedy, Deputy Director
Wyoming Game and Fish Department

10/17/17
Date



Meredith Wood, Chief Fiscal Officer

10/16/17
Date

GRANTEE:

City of Rawlins




Scott Hannum, City Manager
Authorized Signatory for Grantee

10/16/2017
Date

83-6000086
Tax ID No.

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Assistant Attorney General

9/25/17
Date

Attachment A

**WYOMING GAME AND FISH DEPARTMENT
GRANTEE CLOSEOUT REPORT**

GRANT PROJECT TITLE: _____

GRANTEE NAME: _____

GRANT REPORTING PERIOD: _____

GRANT SUMMARY COMPLETION REPORT (accomplishments of the project/intent and results): _____

GRANT FUNDING PROVIDED BY
WY GAME AND FISH: \$_____

LESS FUNDS EXPENDED: \$_____

UNEXPENDED BALANCE: \$_____

GRANTEE'S RECORDS LOCATION: _____

CONTACT NAME

ADDRESS

CITY,

STATE

ZIP

Phone

CERTIFICATION:

SIGNATURE OF GRANTEE

DATE

I certify that to the best of my knowledge and belief the information above is correct and that all outlays were made in accordance with the grant conditions or other agreement.

FORM SHOULD BE COMPLETED AND RETURNED WITHIN NINETY (90) DAYS OF GRANT/PROJECT COMPLETION TO:

**WYOMING GAME AND FISH DEPARTMENT
FISCAL DIVISION
5400 BISHOP BOULEVARD
CHEYENNE, WY 82006**

GF-FISCAL-20
REV 09/14

Attachment B - Scope of Work for Rawlins Community Pond Project

Wyoming Game and Fish Department Habitat Trust Fund

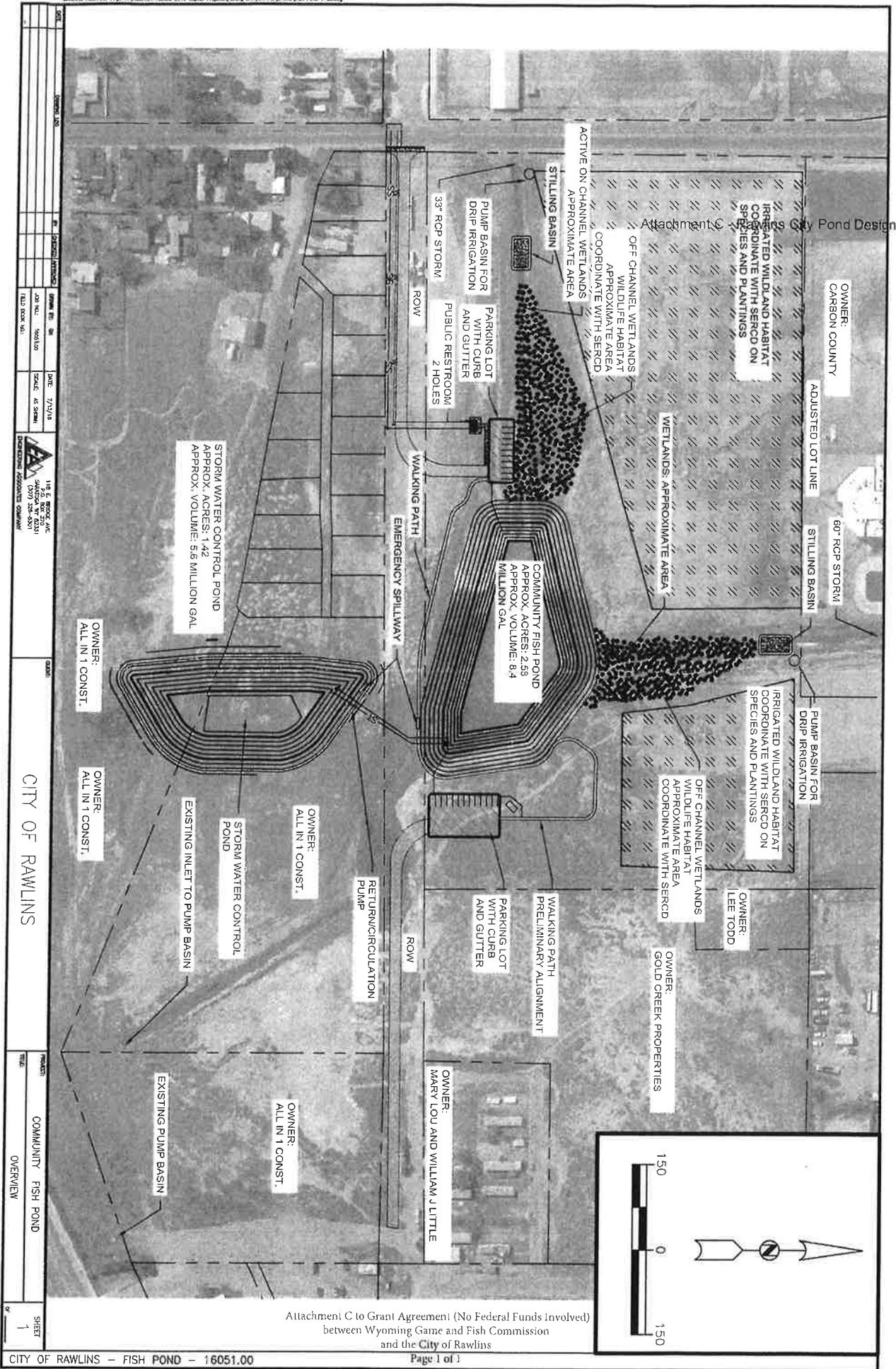
Grant agreement between Wyoming Game and Fish Department and the City of Rawlins – FY18

Scope of Work

The water for the fishing pond will enter through the stormwater arteries that currently feed the site from the north and west. The design has the stormwater running through constructed wetlands, or stilling basins, to filter unwanted particulates before entering the pond. The design also includes a wetland to the southeast of the fishing pond. This wetland pond would circulate water back to the main pond to make up for water loss due to evaporation and act as an overflow collection point. The created fishing pond would be about 2.6 surface acres and the wetland would be 1.5 surface acres. The proposed fishing pond would be built on property already owned by the City of Rawlins and the associated wetland pond would be constructed on private property. The proposed pond site and wetland site will create more wet areas and wildlife friendly habitat than currently exists.

The fishing and wetland ponds will be dug and rip-rap or other geotextile material will be used to harden the shorelines. A bentonite liner will be used to line both constructed ponds. An outflow structure will be used to deliver water to the wetland pond and a lift station will be constructed to bring water from the wetland pond back to the fishing pond. Fishing jetties will be constructed at several different angler access points and a handicap accessible pier will be built for use by all anglers. In-lake habitat, likely boulders, will be placed in the fishing pond. In addition to project design and a majority of the construction, the City of Rawlins will also improve civil aspects of the project, including roads, parking lots, and walkways.

DATE: Apr 12, 2017 - 11:05am CAD 09/09/16.mxd
 LAYOUT: Rawlins City Park Pond 1 of 1
 DRAWING: Rawlins City Park Pond 1 of 1



Attachment C to Grant Agreement (No Federal Funds Involved)
 between Wyoming Game and Fish Commission
 and the City of Rawlins

***2nd Amendment Wyoming Game & Fish
Grant***



WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

GOVERNOR
MARK GORDON

DIRECTOR
BRIAN R. NESVIK

COMMISSIONERS
DAVID RAEI - President
PETER J. DUBE - Vice President
RALPH BROKAW
GAY LYNN BYRD
PATRICK CRANK
RICHARD LADWIG
MIKE SCHMID

July 3, 2019

Scott Hannum
City of Rawlins
P.O. Box 953
Rawlins, WY 82301

Received
JUL - 5 2019
Deputy City Clerk

Dear Mr. Hannum,

The purpose of this letter is to provide one original, fully executed grant amendment for the *Rawlins Community Fishing Pond* (Agreement # 002711).

We appreciate your participation in this project. If you have any questions or concerns, please contact me at 307-777-4519 or by email at christina.malessa@wyo.gov.

Sincerely,



Christina Malessa
Grant Analyst

Enclosures

cc: Files

**AMENDMENT ONE TO THE GRANT AGREEMENT
BETWEEN WYOMING GAME AND FISH COMMISSION
AND
CITY OF RAWLINS**

Original Grant No: 002711
Project Title: Rawlins Community Fishing Pond
Original Grant Amount: \$40,000
Original Grant Unit: 9H52
Original Grant PPCAS: TF10
Original Grant Period: July 1, 2017 through June 30, 2019
Amendment One Period: June 30, 2019 through June 30, 2021
Amendment One Amount: \$0.00

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Game and Fish Commission (Commission), by and through the Wyoming Game and Fish Department (Agency), whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006 and City of Rawlins (Grantee), whose address is: 521 West Cedar Street (Physical), Post Office Box 953 (mailing), Rawlins, WY 82301.

2. **Purpose of Amendment.** This Amendment will constitute the first amendment to the Agreement between the Agency and the Grantee. The purpose of this Amendment is to extend the term of the Agreement through June 30, 2021.

Original Grant Agreement, dated October 17, 2017, required the Grantee to implement the Rawlins Community Fishing pond project for a total Agreement amount of \$40,000.00 with an expiration date of June 30, 2019.

3. **Term of the Amendment.** This Amendment shall take effect on June 30, 2019 or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through June 30, 2021, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**

A. The second sentence of Section 3 of the original Agreement is amended to read as follows:

“The term of the Agreement is from the Effective Date through June 30, 2021.”

5. **Amended Responsibilities of the Agency.** The responsibilities of the Agency have not changed.

6. **Amended Responsibilities of the Grantee.** The responsibilities of the Grantee have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between the Agency and the Grantee, including but not limited to sovereign immunity, will remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Grantee of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. **General Provisions.**

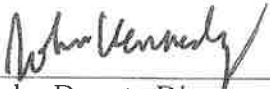
A. **Entirety of Agreement.** The original Agreement, consisting of eight (8) pages; Attachment A, consisting of one (1) page; Attachment B, consisting of one (1) page; Attachment C, consisting of one (1) page; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING GAME AND FISH COMMISSION



John Kennedy, Deputy Director
Wyoming Department of Game and Fish

2/2/19
Date



Greg Phipps, Chief Fiscal Officer
Meredith Wood,

7/2/19
Date

GRANTEE:
City of Rawlins



Scott Hannum, City Manager
Authorized Signatory for Grantee

6/28/2019
Date

83-6000086

Tax ID No.

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Assistant Attorney General

6-18-19
Date

GF30a
AG Rev 01-30-2018

***Initial Wyoming Wildlife & Natural
Resource Grant***

**GRANT AGREEMENT BETWEEN THE WYOMING WILDLIFE AND NATURAL
RESOURCE TRUST ACCOUNT AND
CITY OF RAWLINS
RAWLINS POND 03-17-007**

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Wildlife and Natural Resource Trust Account ("WWNRT"), whose address is Hathaway Building, Suite 161C, 2300 Capitol Avenue, Cheyenne, Wyoming 82002 and City of Rawlins, a qualified applicant of the State of Wyoming ("Grantee"), whose address is 521 West Cedar Street, Rawlins, Wyoming 82301.
2. **Purpose of Grant Agreement.** The WWNRT shall provide funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachment A, Project Description, attached hereto and incorporated herein by this reference. Performance by Grantee of the requirements of this Grant Agreement and compliance with all WWNRT program rules and regulations is a condition to Grantee's receipt of monies hereunder.
3. **Term of Grant Agreement.** This Grant Agreement shall commence on 1 July 2017 or upon the date the last signature is affixed hereto, whichever is later. All services shall be completed by 1 July 2020. This Grant Agreement shall terminate on the date specified herein, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Grant Agreement may be extended when, in the sole discretion of the WWNRT, circumstances require an extension. Any extension shall be done by written amendment.
4. **Payment.** WWNRT agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project. The total payment to Grantee under this Grant Agreement shall not exceed one hundred eighty thousand dollars (\$180,000.00). No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement. Grantee and WWNRT recognize that the grant amount is based on an estimated cost, and Grantee understands that WWNRT may, in the sole discretion of WWNRT, decrease the amount of payment based on the actual project cost.
5. **Responsibilities of Grantee Regarding the Project.** The Project to be undertaken is described in Attachment A.
6. **Responsibilities of WWNRT.** WWNRT will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning WWNRT program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WWNRT shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

7. **Special Provisions.**

A. Default and Remedies. In the event Grantee defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the WWNRT program rules and regulations, then WWNRT shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Grant Agreement without further liability or obligation of WWNRT;

(ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Advising Grantee to suspend disbursement of funds for the deficient activity;

(v) Advising Grantee to reimburse any amounts improperly expended;

(vi) Changing the method of payment to Grantee; and/or

(vii) Reducing, withdrawing, or adjusting the amount of the Grant.

B. Monitor Activities. The WWNRT shall have the right to monitor all Project related activities of the Grantee. This shall include, but not be limited to, the right to make site inspections, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.

C. No Fees. No administrative fees, overhead costs, finder's fee, employment agency fee, broker fee, or other such fee related to this Grant Agreement shall be paid by WWNRT or Grantee unless expressly noted in this Grant Agreement.

D. Publicity. Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the WWNRT as the funding program.

E. Reporting. Reporting requirements shall be specifically outlined in the Grant Agreement. Grantee shall furnish WWNRT with photographs, maps, written progress reports, and such other items as required by WWNRT. At the completion of the Project, Grantee shall furnish WWNRT with a comprehensive report of the Project and accomplishments pursuant to

the Grant. Grantee shall likewise furnish WWNRT with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.

F. Retention of Records. Grantee agrees to retain all records related to the Project for the period required by state and federal law.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, and signed by all parties to this Grant Agreement.

B. Americans with Disabilities Act. Where applicable, Grantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

C. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "herein," and words of similar import, are intended to refer to this Grant Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

D. Assignment. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WWNRT.

E. Audit/Access to Records. The WWNRT and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

F. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

G. Entirety of Agreement. This Grant Agreement, consisting of seven (7) pages, and Attachment A, consisting of one (1) page, represent the entire and integrated Grant Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

H. Extensions. Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the terms described herein. Any extension of this Grant Agreement shall be initiated by the WWNRT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Grant Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Grant Agreement.

I. Indemnification. Each party to this Grant Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

J. Independent Contractor. Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WWNRT, or to incur any obligation of any kind on the behalf of the State of Wyoming or WWNRT. Grantee agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to the State of Wyoming employees will inure to the benefit of Grantee or Grantee's agents or employees as a result of this Grant Agreement.

K. Kickbacks. The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the WWNRT may, at its discretion, terminate this Grant Agreement without liability to the WWNRT, or deduct from the Grant Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

L. Notices. All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the addresses provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred three (3) days following deposit in the U.S. mail or upon delivery in person.

M. Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant Agreement has been fully executed and approved as to form by the Office of the Attorney General.

N. Severability. Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of this Grant Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

O. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WWNRT expressly reserve sovereign immunity by entering into this Grant Agreement and the Grantee does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Grantee, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Grant Agreement, or any attachments or documents incorporated by reference will not be binding on the State of Wyoming except to the extent authorized by the laws and constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

P. Taxes. Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

Q. Termination of Grant Agreement. This Grant Agreement may be terminated without cause by Grantee upon thirty (30) days written notice, provided that any and all funds granted are returned to WWNRT. The WWNRT may terminate this Grant Agreement immediately for cause consistent with Section 7(A), above.

R. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

S. Time is of the Essence. Time is of the essence in the performance by Grantee of all provisions of the Grant Agreement.

T. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

U. Waiver. The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

V. Availability of Funds. Each payment obligation of WWNRT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Grant Agreement, the Grant Agreement may be terminated by WWNRT at the end of the period for which the funds are available. WWNRT shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the WWNRT in the event this provision is exercised, and WWNRT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

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9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.


The Effective Date of this Grant Agreement is the date of the signature last affixed to this page.

WYOMING WILDLIFE AND NATURAL RESOURCE TRUST:


Robert W. Budd, Executive Director
Wyoming Wildlife and Natural Resource Trust


07/28/17
Date

GRANTEE:


Scott Hannum, City Manager
City of Rawlins

8/15/2017
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner
Assistant Attorney General

7/27/17
Date

**ATTACHMENT A
PROJECT DESCRIPTION**

**RAWLINS POND 03-17-007
Carbon County, Wyoming**

1. **Project Description.** Construction of a shallow and deep-water wetland habitat for the purpose of water management and flood abatement, recreational use, and wildlife habitat, particularly for aquatic species, waterfowl and wading birds within the City of Rawlins.
2. **Purpose of Project.** The project is intended to establish recreational uses, including youth fishing and non-consumptive wildlife viewing, and to manage storm water and other drainage.
3. **Project Completion Report.** Upon completion of the project, Grantee shall submit a written report indicating the project has been completed. Said report shall be in a format agreed upon by Grantee and WWNRT herein, specifically: 1) written verification that the project is completed, 2) verification by the landowner(s) that the work is acceptable, and 3) verification of matching funds used to complete the project. Upon submission and acceptance of said report, the project shall be deemed completed in full.
4. **Other Project Deliverables:** During initiation and following completion of the project, Grantee shall make available all project designs, photos, maps, agreements, monitoring reports, and other information relevant to the project. Specific deliverables shall include the following: 1) maps and if possible, aerial photos of the project. Grantee agrees it is in the interest of both parties to make project information available to the public, and agrees to assist in explanation and promotion of the project where appropriate.
5. **Monitoring.** Grantee agrees to maintain the project and provide monitoring data for the life of the project, and to report such as requested by the Board.

***Amendment Wyoming Wildlife & Natural
Resource Grant***



Agenda Item Details

Meeting	May 05, 2020 - Regular Meeting
Category	9. New Business
Subject	I. Approve - Amendment One to Grant Agreement for WY Wildlife & Natural Resource Trust, Rawlins Pond 03-17-007
Access	Public
Type	Action
Preferred Date	May 05, 2020
Absolute Date	May 05, 2020
Recommended Action	Motion: Motion to ratify and approve Amendment One to the grant agreement between Wyoming Wildlife and Natural Resource Trust and the City of Rawlins for Rawlins Pond 03-17-007 project.

Public Content

Presenter:

Dustin Ziebold, Interim City Manager

Recommendation:

Ratify and approve Amendment One to the grant agreement between Wyoming Wildlife and Natural Resource Trust and the City of Rawlins for Rawlins Pond 03-07-007 project.

Background Info:

On August 15, 2017, a grant agreement was executed between Wyoming Wildlife and Natural Resource Trust and City of Rawlins for the Rawlins Pond 03-17-007 project to construct a shallow and deep-water wetland habitat for the purpose of water management and flood abatement, recreational use, and wildlife habitat, particularly for aquatic species, waterfowl and wading birds within the City of Rawlins. The grant agreement amount of hundred eighty thousand dollars (\$180,000.00) is set to expire on July 1, 2020.

Amendment One to the grant agreement extends the term through July 1, 2023.

[Amendment One to Grant Agreement for Rawlins Pond 03-17-007.pdf \(146 KB\)](#)

Administrative Content

Executive Content

Motion & Voting

**AMENDMENT ONE TO THE GRANT AGREEMENT BETWEEN
THE WYOMING WILDLIFE AND NATURAL RESOURCE TRUST ACCOUNT
AND
CITY OF RAWLINS
RAWLINS POND 03-17-007**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Wildlife and Natural Resource Trust Account (WWNRT), whose address is: Hathaway Building – 1st Floor, 2300 Capitol Avenue, Cheyenne, WY 82002 and City of Rawlins (Grantee), whose address is P.O. Box 953, Rawlins, Wyoming 82301.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Grant Agreement between WWNRT and Grantee. The purpose of this Amendment is to extend the term of the Grant Agreement through July 1, 2023.

The original Grant Agreement, dated August 15, 2017, required the Grantee to construct a shallow and deep-water wetland habitat for the purpose of water management and flood abatement, recreational use, and wildlife habitat, particularly for aquatic species, waterfowl and wading birds within the City of Rawlins, for a total Grant Agreement amount of one hundred eighty thousand dollars (\$180,000.00) with an expiration date of July 1, 2020.

3. **Term of the Amendment.** This Amendment shall commence on July 1, 2020, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Grant Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Grant Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. The second sentence of Section 3 of the original Grant Agreement is hereby amended to read as follows:

“All services shall be completed by July 1, 2023.”

5. **Amended Responsibilities of the Grantee.** Responsibilities of the Grantee have not changed.
6. **Amended Responsibilities of WWNRT.** Responsibilities of WWNRT have not changed.
7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Grant Agreement, and any previous amendments, between WWNRT and the Grantee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. Counterparts. This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. General Provisions.


A. Entirety of Grant Agreement. The original Grant Agreement, consisting of seven (7) pages; Attachment A, Project Description, consisting of one (1) page; and this Amendment One, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING WILDLIFE AND NATURAL RESOURCE TRUST:


Robert W. Budd, Executive Director
Wyoming Wildlife and Natural Resource Trust

04/20/20
Date

GRANTEE:


~~Dustin Ziebold~~
Scott Hannum, City Manager
City of Rawlins
INTERIM

4/27/2020
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


201890
for Tyler M. Renner, Assistant Attorney General

4/20/2020
Date

FAA Species Impact Report

Possible Species Occupy site	Existing Estimated Population	Post Pond Enhancement Estimated Population	Mean hazard Score ¹	Composite Hazard Score PreEnhancement ²	Composite Hazard Score Post Enhancement ³
Eagles	0	1	27	0	27
Geese	100	90%	31	3100	2790
Crows	20	120%	6	120	144
Ducks	30	90%	15	450	405
Osprey	0	100%	15	0	0
Blue Heron	1	100%	15	15	15
killdeer	50	80%	8	400	320
Sand Piper	50	80%	3	150	120
Black Bird	300	100%	3	900	900
Gulls	40	100%	8	320	320
Morning doves	150	100%	3	450	450
		Total Hazard Score		5905	5491

After Enhancement there is Approximately 7% Reduction in Composite Hazard Score

1. "Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans"
2. Existing Estimated Population x Mean Hazard Score = Composite Hazard Score Pre Enhancement
3. Post Pond Enhancement Estimated Population x Mean Hazard Score = Composite Hazard Score Post enhancement